

SOLICITATION, OFFER AND AWARD		1. This Contract is a Rated Order Under DPAS (15 CFR 700)		Rating	Page 1 of pages 57
2. Contract No.	3. Solicitation No. AB133W-08-RP-0129		4. Solicitation Type <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)	5. Date Issued 05/28/2008	6. Requisition/Purchase No. NWWW000-8-36141
7. Issued By WESTERN REGIONAL ACQUISITION DIVISION 7600 SAND POINT WAY NE/WC3 SEATTLE, WA 98115-6349			8. Address Offer To (If other than item 7) _____ Code _____		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in 7600 SAND POINT WAY NE, SEATTLE, WA until 2:00 PM (hour) local time Jun 27, 2008 (date).
- CAUTION – LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	A. Name CRYSTINA R. ELKINS	B. Telephone No. (NO COLLECT CALLS) 206-526-6036	C. E-Mail Address CRYSTINA.R.ELKINS@NOAA.GOV
---------------------------	-------------------------------	---	---

11. TABLE OF CONTENTS

(x)	Sec	Description	Page(s)	(x)	Sec	Description	Page(s)
Part I – The Schedule				Part II – Contract Clauses			
X	A	Solicitation/Contract Form	1-1	X	I	Contract Clauses	18-22
X	B	Supplies or Services and Prices/Costs	2-3	Part III – List of Documents, Exhibits and Other Attachments			
X	C	Description/Specs./Work Statement	4-8	X	J	List of Attachments	23-23
X	D	Packaging and Marking	9-9	Part IV – Representations and Instructions			
X	E	Inspection and Acceptance	10-10	X	K	Representations, Certifications and Other Statements of Offerors	24-26
X	F	Deliveries or Performance	11-11	X	L	Instr., Conds., and Notices to Offerors	27-35
X	G	Contract Administration Data	12-13	X	M	Evaluation Factors for Award	36-38
X	H	Special Contract Requirements	14-17				

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the data for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule.

13. Discount for Prompt Payment (See Section I, Clause No. 52.232-8)	10 Calendar Days _____ %	20 Calendar Days _____ %	30 Calendar Days _____ %	_____ Calendar Days _____ %
14. Acknowledgment of Amendments <i>The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.</i>	Amendment No.	Date	Amendment No.	Date
15A. Name and Address of Offeror	Code _____	Facility _____	16. Name and Title of Person Authorized to Sign Offer (Type or print)	

15B. Telephone No. (Include area code)	15C. Check if Remittance Address is different from above. Enter such address in Schedule. <input type="checkbox"/>	17. Signature	18. Offer Date
--	--	---------------	----------------

AWARD (To be completed by Government)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation	
22. Authority for Using Other Than Full and Open Competition: <input type="checkbox"/> 10 U.S.C. 2304 (c)() <input type="checkbox"/> 41 U.S.C. 253 (c)()		23. Submit Invoices to Address Shown in (4 copies unless otherwise specified)	Item
24. Administered By (If other than Item 7) _____ Code _____		Payment Will be Made By _____ Code _____	
26. Name of Contracting Officer (Type or print)		27. United States of America (Signature of Contracting Officer)	28. Award Date

IMPORTANT – Award will be made on this form, or on Standard Form 26, or by other authorized official written notice.

Supplies or Services and Prices/Costs

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
	<p>ACQUISITION AND INSTALLATION OF ALERT RAIN GAGES AND ALERT REPEATERS ON THE ISLANDS OF OAHU, MAUI AND HAWAII</p> <p>The contractor shall furnish all necessary personnel, materials, equipment, services and facilities (except as otherwise specified), to perform the services required by the statement of work/specifications, and shall perform those services in accordance with the following schedule of prices.</p> <p>BASE PERIOD - 08/01/2008 - 0701/2009</p>				
0001	ACQUISITION AND INSTALLATION OF 21 ALERT RAIN GAGES ON THE ISLANDS OF OAHU, MAUI AND HAWAII IN ACCORDANCE WITH THE STATEMENT OF WORK, LOCATED IN SECTION J.1 OF THIS SOLICITATION, EXCLUSIVE OF COSTS ASSOCIATED WITH LINE ITEM 0006.	21	EA	\$ _____	\$ _____
0002	ACQUISITION AND INSTALLATION OF 8 ALERT REPEATERS ON THE ISLANDS OF OAHU, MAUI AND HAWAII IN ACCORDANCE WITH THE STATEMENT OF WORK, LOCATED IN SECTION J.1 OF THIS SOLICITATION, EXCLUSIVE OF COSTS ASSOCIATED WITH LINE ITEM 0006.	8	EA	\$ _____	\$ _____
0003	THE ACQUISITION AND INSTALLATION OF A BASE STATION AND DATA MANAGEMENT WORKSTATION AT WFO HONOLULU ACCORDANCE WITH THE STATEMENT OF WORK, LOCATED IN SECTION J.1 OF THIS SOLICITATION, EXCLUSIVE OF COSTS ASSOCIATED WITH LINE ITEM 0006.	1	JB		\$ _____
0004	TRAINING ON THE INSTALLATION AND MAINTENANCE OF THE AFWS EQUIPMENT AND SOFTWARE ACCORDANCE WITH THE STATEMENT OF WORK, LOCATED IN SECTION J.1 OF THIS SOLICITATION, EXCLUSIVE OF COSTS ASSOCIATED WITH LINE ITEM 0006.	1	JB		\$ _____
0005	RADIO PATH ANALYSIS AND TELEMETRY FEASIBILITY STUDY FOR THE REMAINING HYDRONET AFWS GAGES NOT REPLACED BY THIS PROJECT ACCORDANCE WITH THE STATEMENT OF WORK, LOCATED IN SECTION J.1 OF THIS SOLICITATION, EXCLUSIVE OF COSTS ASSOCIATED WITH LINE ITEM 0006.	1	JB		\$ _____
0006	ESTIMATED TRAVEL COSTS		EST LS		\$ _____
	TOTAL BASE PERIOD (CLINS 0001-0006)				\$ _____

SECTION B

B.1 1352.216-70 CONTRACT TYPE (MAR 2000)

This is a firm-fixed price type contract for supplies including incidental services with reimbursable line items for travel. It consists of a base period from 08/01/2008 to 07/01/2009 and no option periods.

(End of clause)

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 1352.211-70 STATEMENT OF WORK/SPECIFICATIONS (MAR 2000)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified) to perform the Statement of Work/Specifications referenced as an attachment in Section J.

(End of clause)

C.2 1352.237-70 REPORTS (MAR 2000)

a. Progress Reports

The Contractor shall submit, to the Government, a progress report every one month after the effective date of the contract, and every thirty (30) days thereafter during the period of performance. The Contractor shall prepare a progress report advising of the work completed during the performance period, the work forecast for the following period, and the names, titles and number of hours expended for each of the Contractor's professional personnel assigned to the contract, including officials of the Contractor. The report shall also include any additional information--including findings and recommendations--that may assist the Government in evaluating progress under this contract. The first report shall include a detailed work outline of the project and the Contractor's planned phasing of work by reporting period.

b. Final Report

Within thirty (30) days of completion of the performance period, the Contractor shall submit, to the Government, a comprehensive draft report containing the Contractor's findings and recommendations. The report shall conform to the requirements of the contract, and include all necessary data, maps and exhibits to support findings and recommendations. It shall include a recapitulation of the amount of hours expended by each of the Contractor's employees, including officials of the Contractor. The report shall also include a brief summary, including short statements on the project's objectives, scope, methodology, information obtained, and conclusions. The Government will review the draft and return it to the Contractor within thirty (30) days after receipt with comments and instructions for a format to be used in the preparation of the final report. The Contractor shall incorporate the comments into a final report and furnish the Government with three (3) copies upon contract completion.

c. In the event the Government does not return the draft copy of the report to the Contractor within the prescribed period, the Contractor shall be permitted an extra day for each day of delay caused by the Government. The Government shall not be liable for increased costs by reason of any such delay.

(End of clause)

C.3 1352.237-71 SECURITY PROCESSING REQUIREMENTS FOR CONTRACTOR/SUBCONTRACTOR PERSONNEL WORKING ON A DEPARTMENT OF COMMERCE SITE OR IT SYSTEM (HIGH OR MODERATE RISK CONTRACTS) (DEC 2006)

A. Investigative Requirements for High and Moderate Risk Contracts

All contractor (and subcontractor) personnel proposed to be employed under a High or Moderate Risk contract shall undergo security processing by the Department's Office of Security before being eligible to work on the premises of any Department of Commerce facility, or through a Department of Commerce IT system. All Department of Commerce security processing pertinent to this contract will be conducted at no cost to the contractor. The level of contract risk will determine the type and scope of such processing as noted below.

1. Non-IT Service Contracts

- a. High Risk - Background Investigation (BI)
- b. Moderate Risk - Moderate Background Investigation (MBI)

2. IT Service Contracts

- a. High Risk IT - Background Investigation (BI)

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

b. Moderate Risk IT - Background Investigation (BI)

3. In addition to the investigations noted above, non-U.S. citizens must have a pre-appointment check that includes a Customs and Immigration Service (CIS - formerly Immigration and Naturalization Service) agency check.

B. Additional Requirements for Foreign Nationals (Non-U.S. Citizens)

To be employed under this contract within the United States, non-U.S. citizens must have:

1. Official legal status in the United States
2. Continuously resided in the United States for the last two years; and
3. Advance approval from the servicing Security Officer of the contracting operating unit in consultation with the Office of Security (OSY) headquarters. (OSY routinely consults with appropriate agencies regarding the use of non-U.S. citizens on contracts and can provide up-to-date information concerning this matter.)

C. Security Processing Requirement

1. Processing requirements for High and Moderate Risk Contracts are as follows:

a. The contractor must complete and submit the following forms to the Contracting Officer Representative (COR):

- i. Standard Form 85P (SF 85P), Questionnaire for Public Trust Positions;
- ii. FD 258, Fingerprint Chart with OPM's designation in the ORI Block;

and

iii. Credit Release Authorization.

b. The COR will review these forms for completeness, initiate the CD-254, Contract Security Classification Specification, and forward the documents to the cognizant Security Officer.

c. Upon completion of the security processing, the Office of Security, through the servicing Security Officer and the COR, will notify the contractor in writing of the individual's eligibility to be given access to a Department of Commerce facility or Department of Commerce IT system.

2. Security processing shall consist of limited personal background inquiries pertaining to verification of name, physical description, marital status, present and former residences, education, employment history, criminal record, personal references, medical fitness, fingerprint classification, and other pertinent information. For non-U.S. citizens, the COR must request an Immigration and Customs Enforcement (formerly INS) agency check. It is the option of the Office of Security to repeat the security processing on any contract employee at its discretion.

D. Notification of Disqualifying Information

If the Office of Security receives disqualifying information on a contract employee, the COR will be notified. The COR, in coordination with the contracting officer, will immediately remove the contract employee from duty requiring access to Departmental facilities or IT systems. Contract employees may be barred from working on the premises of a facility for any of the following:

1. Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude.

2. Falsification of information entered on security screening forms or of other documents submitted to the Department.

3. Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly related to the contract.

4. Any behavior judged to pose a potential threat to Departmental information systems, personnel, property, or other assets.

NOTE: Failure to comply with the requirements may result in termination of the contract or removal of some contract employees from Department of Commerce facilities or access to IT systems.

E. Access to National security Information

Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to national security information.

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

F. The Contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

(End of Clause)

**C.4 1352.239-73 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES
(DEC 2006)**

(a) Applicability.

This clause is applicable to all contracts that require Contractor electronic access to Department of Commerce sensitive non-national security or national security information contained in systems, or administrative control of systems that process or store information, that directly support the mission of the Agency.

(b) Definitions.

For purposes of this clause the term "Sensitive" is defined by the guidance set forth in:

(1) Sensitive information "... any information, the loss, misuse, or unauthorized access, to or modification of which could adversely affect the national interest or the, conduct of federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy."

(2) For purposes of this clause, the term "National Security" is defined by the guidance set forth in:

(i) The DOC IT Security Program Policy and Minimum Implementation Standards, Section 4.3 (<http://www.ossec.doc.gov/cio/ITSIT/DOC-IT-Security-Program-Policy.htm>).

(ii) The DOC Security Manual, Chapter 18 (<http://home.commerce.gov/ocy/SecurityManual/Security%20Manual%20Contents2.pdf>)

(iii) Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

(3) Information technology resources include, but are not limited to, hardware, application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) The Contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of DOC IT resources for all of the contractor's systems that are interconnected with a DOC network or DOC systems that are operated by the Contractor.

(d) All Contractor personnel performing under this contract and Contractor equipment used to process or store DOC data, or to connect to DOC networks, must comply with the requirements contained in the DOC Information Technology Management Handbook (http://www.ossec.doc.gov/cio/cio_it_policy_page.htm), or equivalent/more specific agency or bureau guidance as specified immediately hereafter: N/A

(e) Contractor personnel requiring a user account for access to systems operated by the Contractor for DOC or interconnected to a DOC network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, Security Processing Requirements for Service Contracts.

(f) Within 5 days after contract award, the Contractor shall certify in writing to the COR that its employees, in performance of the contract, have completed initial IT security orientation training in DOC IT Security policies, procedures, computer ethics, and best practices, in accordance with DOC IT Security Program Policy, chapter 15, section 15.3. The COR will inform the

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Contractor of any other available DOC training resources. Annually thereafter the Contractor shall certify in writing to the COR that its employees, in performance of the contract, have completed annual refresher training as required by section 15.4 of the DOC IT Security Program Policy.

(g) Within 5 days of contract award, the Contractor shall provide the COR with signed acknowledgement of the provisions as contained in Commerce Acquisition Regulation (CAR), 1352.209-72, Restrictions Against Disclosures.

(h) The Contractor shall afford DOC, including the Office of Inspector General, access to the Contractor's and subcontractor's facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DOC data or to the function of computer systems operated on behalf of DOC, and to preserve evidence of computer crime.

(i) For all Contractor-owned systems for which performance of the contract requires interconnection with a DOC network or that DOC data be stored or processed on them, the Contractor shall provide, implement, and maintain a System Accreditation Package in accordance with chapter 6 of the DOC IT Security Program Policy. Specifically, the Contractor shall:

(1) Within 14 days after contract award, the contractor shall submit for DOC approval a System Certification Work Plan, including project management information (at a minimum the tasks, resources, and milestones) for the certification effort, in accordance with DOC IT Security Program Policy, Section 6.5.2 and N/A. The Certification Work Plan, approved by the COR, in consultation with the DOC IT Security Officer, or Agency/Bureau IT Security Manager/Officer, shall be incorporated as part of the contract and used by the COR to monitor performance of certification activities by the contractor of the system that will process DOC data or connect to DOC networks. Failure to submit and receive approval of the Certification Work Plan may result in termination of the contract.

(2) Upon approval, the Contractor shall follow the work plan schedule to complete system certification activities in accordance with DOC IT Security Program Policy section 6.2, and provide the COR with the completed System Security Plan and Certification Documentation Package portions of the System Accreditation Package for approval and system accreditation by an appointed DOC official.

(3) Upon receipt of the Security Assessment Report and Authorizing Official's written accreditation decision from the COR, the Contractor shall maintain the approved level of system security as documented in the Security Accreditation Package, and assist the COR in annual assessments of control effectiveness in accordance with DOC IT Security Program Policy, section 6.3.1.2.

(j) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(End of clause)

C.5 1352.237-74 FOREIGN NATIONAL VISITOR AND GUEST ACCESS TO DEPARTMENTAL RESOURCES (DECEMBER 2006)

The Contractor shall comply with the provisions of Department of Commerce Administrative Order 207-12, Foreign National Visitor and Guest Access Program <http://dms.osec.doc.gov/cgibin/doit.cgi?204:112:b5642b6417d6e6ab51e6b745ffabf4fc40abebfadd74c8df0bf7998dc3e45fe a:256>; Bureau of Industry and Security Export Administrative Regulations Part 734, <http://www.gpo.gov/bis/ear/pdf/734.pdf>. The contractor shall provide the government with notices of foreign nationals requiring access to any Department of Commerce facility or through a Department of Commerce IT system.

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

The Contractor shall identify each foreign national who requires access to any Departmental resources, and shall provide all requested information in writing to the Contracting Officer Representative.

The Contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

C.6 HOMELAND SECURITY POLICY DIRECTIVE (HSPD-12) IMPLEMENTATION

The performance of this contract requires contract employees to have physical access to the Federal Government's premises for more than 180 calendar days or to have access to a Federal Government's information system. Any items or services delivered under this contract shall comply with the Department of Commerce personal identity verification (PIV) procedures that implement HSPD-12, Federal Information FIPS PUB 201 (<http://www.csrc.nist.gov/publications/fips/fips201/FIPS-201-022505.pdf>) and OMB Memorandum M-05-24 (<http://csrc.nist.gov/piv-program/memo/m05-24.pdf>). The contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a Federally controlled facility or access to a Federal information system.

Additional information on contractor compliance with the above and required forms can be found at <http://www.osec.doc.gov/osy/> and <http://www.wasc.noaa.gov/wrso/index.htm>.

SECTION D
PACKAGING AND MARKING

D.1 1352.247-72 MARKING DELIVERABLES (MAR 2000)

The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract, except for reports.

Mark deliverables, except for reports, for:

NWS/PR/WFO/HONOLULU
Attn: Pam Fujiwara
Contract Number (will be assigned at award)
2525 Correa Road
Honolulu, HI 96822-2219

(End of clause)

SECTION E
INSPECTION AND ACCEPTANCE

E.1 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)
(Reference 46.302)

E.2 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)
(Reference 46.304)

E.3 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)
(Reference 46.316)

E.4 1352.246-70 INSPECTION AND ACCEPTANCE (MAR 2000)

The Contracting Officer or the duly authorized representative will perform inspection and acceptance of supplies and services to be provided under this contract.

Inspection and acceptance will be performed at:

Individual ALERT Raingauge and Repeater sites.

(End of clause)

**SECTION F
DELIVERIES OR PERFORMANCE**

F.1 52.242-15 STOP-WORK ORDER (AUG 1989)
(Reference 42.1305)

F.2 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)
(Reference 42.1305)

F.3 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)
(Reference 11.703)

F.4 1352.215-70 PERIOD OF PERFORMANCE (MAR 2000)

a. The period of performance of this contract is from 08/01/2008 through 07/01/2009. There are no option periods included in this contract.

(End of clause)

SCHEDULE OF DELIVERABLES

SECTION "F"	REFERENCE	DELIVERABLE	RECURRING	DELIVER TO
F.4.1	C.2	Reports	Monthly, as per contract clause	COTR
F.4.2	C.2	Final Report	As Per contract clause	COTR
F.4.3	I.6	Anti Kickback	If a violation occurs	CO
F.4.4	I.15	Audit and Records	Upon Contract Award or New Hire	CO
F.4.5	I.27	Employment Reports	Upon Contract Award or New Hire	COTR
F.4.6	H.12	Contractor to Update Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov	Annually	CO

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (MAR 2000)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

(End of clause)

G.2 1352.201-71 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (FEB 2005)

a. ***TO BE DETERMINED AT TIME OF CONTRACT AWARD*** is hereby designated as the Contracting Officer's Technical Representative (COTR). The COTR may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the Contract. The COTR is located at:

(TO BE ASSIGNED AT TIME OF CONTRACT AWARD)

b. The responsibilities and limitations of the COTR are as follows:

(1) The COTR is responsible for the technical aspects of the project and serves as technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.

(2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer (CO). The CO may designate assistant or alternate COTR(s) to act for the COTR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the Contractor.

(End of clause)

G.4 1352.245-70 GOVERNMENT FURNISHED PROPERTY (MAR 2000)

The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this Contract. This property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" clause included in this contract.

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>
	Dell Optiplex 755s Computers	2

G.5 INVOICING INSTRUCTIONS

A. In accordance with Clause FAR 52.232-25, Prompt Payment, the following information shall be included on all invoices submitted for payment under this contract:

1. Name and address of the Contractor;
2. Invoice date and number (The Contractor should date invoices as close as possible to the date of the mailing or transmission.);
3. Contract number;

SECTION G
CONTRACT ADMINISTRATION DATA

4. Contract line item number and description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed;
5. Where applicable, shipping and payment terms;
6. Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice; and
7. Any other information or documentation required by other requirements of the contract.

B. Invoices shall be submitted with an original signature to the COTR for approval. Contracting Officer's Technical Representative (COTR) mailing address will be provided at award.

C. Invoices shall be submitted no more than once a month.

D. Payment addresses must reflect the mailing/billing information registered in the Central Contractor Registration (CCR) database to avoid processing delays.

G.6 CONTRACT ADMINISTRATOR

Crystina Elkins is hereby designated as the Contract Administrator under the contract. All correspondence and inquiries concerning administration of this contract should be addressed to the Contract Administrator at the address in Block 7 (page 1) of this document.

G.7 PROPERTY ADMINISTRATOR

Michelle Ross is hereby designated as the Property Administrator under the contract. The Property Officer will serve as the Contracting Officer's authorized representative to administer the contract requirements and obligations relating to Government property. She is located at:

Building 1
7600 Sandpoint Way NE
Seattle, WA 98115

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 1352.208-70 PRINTING (MAR 2000)

Unless otherwise specified in this contract, the Contractor shall not engage in, or subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with performing under this contract. Provided, however, that performing a requirement under this contract involving the duplicating of less than 5,000 units of only one page, or less than 25,000 units in the aggregate of multiple pages, such pages are not exceeding a maximum image size of 10 and 3/4 inches by 14 and 1/4 inches, will not be deemed printing.

(End of clause)

H.2 1352.209-71 ORGANIZATIONAL CONFLICT OF INTEREST (MAR 2000)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor for Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

(End of clause)

H.3 1352.209-72 RESTRICTIONS AGAINST DISCLOSURE (MAR 2000)

a. The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government and designated by the Contracting Officer or Contracting Officer's Technical Representative in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement.

b. The Contractor agrees that it will not disclose any information described in Subsection A to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

(End of clause)

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.4 1352.209-73 COMPLIANCE WITH THE LAWS (MAR 2000)

The Contractor shall comply with all applicable laws and rules and regulations having the force of law which deal with or relate to performance hereunder or the employment by the Contractor of the employees.

(End of clause)

H.5 1352.231-70 DUPLICATION OF EFFORT (MARCH 2000)

The Contractor hereby certifies that costs for work to be performed under this contract and any subcontract hereunder are not duplicative of any costs charged against any other Government contract, subcontract, or other Government source. The Contractor agrees to advise the Contracting Officer, in writing, of any other Government contract or subcontract it has performed or is performing which involves work directly related to the purpose of this contract. The Contractor also certifies and agrees that any and all work performed under this contract shall be directly and exclusively for the use and benefit of the Government, and not incidental to any other work, pursuit, research, or purpose of the Contractor, whose responsibility it will be to account for it accordingly.

H.6 1352.228-70 INSURANCE COVERAGE (MARCH 2000)

Pursuant to the clause "Insurance-Work on a Government Installation (FAR 52.228-5)," the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

a. Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

b. General Liability.

1. The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

2. Property Damage Liability Insurance shall be required in the amount of \$ -0- .

c. Automobile Liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

d. Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

e. Vessel liability. When contract performance involves use of vessels, the contracting officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.7 1352.233-70 HARMLESS FROM LIABILITY (MAR 2000)

The Contractor shall hold and save the Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses to which they may be subject to or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the contractor, or any subcontractor, their employees, and agents.

(End of clause)

H.8 1352.252-70 REGULATORY NOTICE (MAR 2000)

Contractors are advised that certain provisions and clauses identified with a Commerce Acquisition Regulation (CAR) notation for identification purposes, have not yet been incorporated into the CAR. However, all of these items are binding for this acquisition and will eventually be contained in the CAR at Part 13 of Title 48 of the Code of Federal Regulations.

(End of clause)

H.9 1352.237-73 KEY PERSONNEL (MAR 2000)

- a. The Contractor shall assign to this contract the following Key Personnel:

Project Leader

b. The Contractor shall obtain the consent of the Contracting Officer prior to making Key Personnel substitutions. Replacements for Key Personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced specified.

c. Requests for changes shall be submitted to the Contracting Officer at least 15 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer will notify the Contractor within 10 working days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes.

(End of clause)

H.10 GOVERNMENT-CONTRACTOR RELATIONSHIP(S)

The Government and the Contractor understand that the services to be provided under this contract by the Contractor are non-personal services and that no employer-employee relationship exists between the Government and the contract employees assigned as key personnel under this contract.

H.11 CONTRACTOR LIAISON

The Contractor shall coordinate efforts with the Contracting Officer or a designated representative. Any request or recommendation for a change shall be made in writing to the Contracting Officer for necessary implementation, if applicable.

H.12 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

In accordance with FAR 15.204-1(b), the completed and submitted "Representations, Certifications, and Other Statements of Offeror", including those posted on the Government's On-line Representations and Certifications

SECTION H
SPECIAL CONTRACT REQUIREMENTS

Application (ORCA) website, are hereby incorporated by reference upon award of a contract and are required to be updated annually.

H.13 ASSOCIATED TRAVEL

Travel costs, including transportation, lodging, subsistence, and incidental expenses incurred by the contractor's personnel or consultants while in a travel status in connection with the performance of services required by this contract, will be reimbursed for the actual costs incurred (**without profit, G&A, or overhead**) which shall not exceed the estimated amount listed in the contract. Air fares shall consist of the actual, but not to exceed the lowest customary standard, coach, or equivalent airfare during normal business hours or as otherwise provided in FAR 31.205-46(d). Per diem and/or mileage costs are limited to rates set by the Federal Travel Regulations, per FAR 31.205-46. The parties recognize that it may be necessary to cancel or reschedule a meeting. Where rescheduling or cancellation was due to unforeseeable cause(s) beyond the control and without fault or negligence of the Contractor, penalties imposed by airlines or other travel related services shall be treated as allowable reimbursable costs under this contract.

Federal Acquisition Regulation (FAR) clauses 52.216-7, Allowable Cost and Payment; and 52.232-20, Limitation of Cost are applicable to the reimbursable items associated with the travel determined to be necessary in the performance of this contract. All travel, subsistence and local transportation in support of this contract will be in accordance with rates set by the Federal Travel Regulations.

**SECTION I
CONTRACT CLAUSES**

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

(End of Clause)

I.2 52.202-1 DEFINITIONS (JUL 2004)

(Reference 2.201)

I.3 52.203-3 GRATUITIES (APR 1984)

(Reference 3.202)

I.4 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

(Reference 3.503-2)

I.5 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(Reference 3.404)

I.6 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

(Reference 3.502-3)

I.7 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(Reference 3.104-9)

I.8 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(Reference 3.104-9)

I.9 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(Reference 3.808)

I.10 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(Reference 4.303)

I.11 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JULY 2006)

(Reference 4.1104)

I.12 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)

(Reference 4.1303)

I.13 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)

(Reference 9.409)

I.14 52.211-5 MATERIAL REQUIREMENTS (AUG 2000)

(Reference 11.304)

I.15 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(Reference 15.209)

I.16 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

(Reference 15.209)

AB133W-08-RP-0129

**SECTION I
CONTRACT CLAUSES**

I.17 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)
(Reference 15.408)

I.18 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)
(Reference 19.508)

I.19 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
(Reference 19.708)

I.20 52.222-3 CONVICT LABOR (JUN 2003)
(Reference 22.202)

I.21 52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2008)
(Reference 22.1505)

I.22 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
(Reference 22.610)

I.23 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
(Reference 22.810)

I.24 52.222-26 EQUAL OPPORTUNITY (MAR 2007)
(Reference 22.810)

I.25 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. [SEP 2006]
(Reference 22.1310)

I.26 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
(Reference 22.1408)

I.27 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
(Reference 22.1310)

I.28 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)
(Reference 22.1605)

I.29 52.222-50 COMBATING TRAFFICKING IN PERSONS (AUG 2007)
(Reference 22.1705)

I.30 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
(Reference 23.1005)

I.31 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
(Reference 23.505)

I.32 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
(Reference 23.906)

I.33 BUY AMERICAN ACT - SUPPLIES (JUNE 2003)
(Reference 25.1101)

I.34 52.225-5 TRADE AGREEMENTS (NOV2007)
(Reference 25.1101)

I.35 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)
(Reference 25.1103)

AB133W-08-RP-0129

SECTION I
CONTRACT CLAUSES

I.36 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

(Reference 27.201-2)

**I.37 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT
ONFRINGEMENT (DEC 2007)**

(Reference 27.201-2)

I.38 52.227-14 RIGHTS IN DATA -- GENERAL (DEC 2007)

(Reference 27.409)

I.39 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(Reference 28.310)

I.40 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(Reference 29.401-3)

I.41 52.232-1 PAYMENTS (APR 1984)

(Reference 32.111)

I.42 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(Reference 32.111)

I.43 52.232-11 EXTRAS (APR 1984)

(Reference 32.111)

I.44 52.232-17 INTEREST (JUN 1996)

(Reference 32.617)

I.45 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(Reference 32.806)

I.46 52.232-25 PROMPT PAYMENT (OCT 2003)

(Reference 32.908)

**I.47 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR
REGISTRATION (OCT 2003)**

(Reference 32.1110)

I.48 52.233-1 DISPUTES (JUL 2002)

(Reference 33.215)

I.49 52.233-3 PROTEST AFTER AWARD (AUG 1996)

(Reference 33.106)

I.50 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

(Reference 33.215)

**I.51 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
(APR 1984)**

(Reference 37.110)

I.52 52.242-13 BANKRUPTCY (JUL 1995)

(Reference 42.903)

I.53 52.243-1 CHANGES--FIXED-PRICE (AUG 1987)

(Reference 43.205)

I.54 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)

(Reference 44.403)

I.55 52.245-1 GOVERNMENT PROPERTY (JUNE 2007)

AB133W-08-RP-0129

**SECTION I
CONTRACT CLAUSES**

(Reference 45.107)

I.56 52.246-23 LIMITATION OF LIABILITY (FEB 1997)

(Reference 46.805)

I.57 52.248-1 VALUE ENGINEERING (FEB 2000)

(Reference 48.201)

I.58 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)

(Reference 49.502)

I.59 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(Reference 53.111)

I.60 52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within ninety (90) days of contract expiration. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of Clause)

*****NOTE: This clause only applicable to line items 0001 and 0002*****

I.61 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUN 2007)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at

<http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

AB133W-08-RP-0129

SECTION I
CONTRACT CLAUSES

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it /_/ is, /_/ is not a small business concern under NAICS Code _____ assigned to contract number _____.

[The Contractor needs to sign and date and insert authorized signer's name and title].

(End of clause)

SECTION J
LIST OF ATTACHMENTS

J.1 **STATEMENT OF WORK/SPECIFICATIONS** - Replacement Automated Flood Warning System for the Honolulu Forecast Office - Phase I

**SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS**

K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is **334519**

(2) The small business size standard is **500 employees**

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

K.2 52.225-2 BUY AMERICAN ACT CERTIFICATE (JUNE 2003)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(b) Foreign End Products:

**SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS**

Line Item No.:	Country of Origin:

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of Provision)

K.3 52.225-6 TRADE AGREEMENTS CERTIFICATE (JAN 2005)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.

Other End Products

Line Item No.	Country of Origin:

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

(End of Provision)

K.4 52.225-18 PLACE OF MANUFACTURE (SEP 2006)

(a) *Definitions.* As used in this clause—

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

(10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(End of provision)

K.5 E-MAIL ADDRESS

The offeror is requested to insert their e-mail address:

K.6 IDENTIFICATION OF AUTHORIZED NEGOTIATORS

The following are authorized to negotiate for and make binding agreements for the offeror:

Name	Telephone	Email	Fax
------	-----------	-------	-----

_____	_____	_____	_____
_____	_____	_____	_____

K.7 TELEFAX NUMBER

The offeror is requested to insert their facsimile number:

K.8 DUNS NUMBER AND TIN NUMBER

The offeror is requested to insert the applicable numbers:

DUNS number: _____

TIN: _____

K.9 OFFEROR'S CERTIFICATION

The Representations and Certifications must be executed by an individual authorized to legally bind the offering firm. The offeror's signature represents that the above Representations and Certifications are made as part of this proposal.

Name of Offeror (Printed)

Solicitation Number

Signature

AB133W-08-RP-0129

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)--

(a) *Definitions.* As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

L.2 1352.215-71 PROPOSAL PREPARATION (MARCH 2000)

(a) General Instructions

Proposals are expected to conform to solicitation provisions and be prepared in accordance with this section. To aid in evaluation, the proposal shall be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate) and logically assembled. All pages of each part shall be appropriately numbered and identified with the name of the offeror, the date, and the solicitation number.

The offeror shall submit one original of their proposal, marked as such, and three (3) copies. Each volume shall be clearly marked by volume number and title.

(b) Overall Arrangement Of Proposal

(1) BUSINESS PROPOSAL

(A) Offer and Other Documents, consists of the actual offer to enter into a contract to perform the desired work. It also includes required representations, certifications, and acknowledgments;

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

justifications for noncompetitive proposed subcontracts;
identification of technical data to be withheld; and any other
administrative information.

(B) Format and Content. Volume I, Offer and Other Documents, shall include the following documents (in the order listed):

(1) Proposal Form

(i) Use of the Form - The Proposal Form (Standard Form 33 or 1449), is to be executed fully and used as the cover sheet (or first page) of Volume I. Include three (3) originally signed copies of the form in the original Volume I.

(ii) Acceptance Period - The acceptance period entered on the Proposal Form by the offeror shall not be less than that prescribed in the solicitation which shall apply if no other period is offered.

(iii) Signature Authority - The person signing the Proposal Form must have the authority to commit the offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the Solicitation, to make an award without further discussion if it so elects.

(iv) Offeror Representations and Certifications - Offerors' Representations and Certifications are to be fully executed and included in Volume I.

(2) TECHNICAL REQUIREMENTS

Volume II, Technical Requirements, shall include the following documents (in the order listed):

(i) Hardware and software: Provide an itemized cost list of all components to be procured and installed in the AFWS.

(ii) Installation and training: Provide an itemized list of all elements required for the installation of AFWS components and for the initial training on the maintenance of hardware and software. Include an explanation for any travel or travel-related items, labor required to perform the contract and materials.

(iii) Provide an itemized list of all items required for the radio path analysis and telemetry feasibility study. Include an explanation for any travel or travel-related items, labor required to perform the contract and materials.

(iv) Training Plan: Provide a description of the plan to provide initial training on the maintenance of the AFWS field hardware and data management software. Training must be able to accommodate approximately 5 persons each for hardware and software. Include an explanation for any travel or travel-related items, labor required to perform the contract and materials.

(3) KEY PERSONNEL

Volume III, Key Personnel, shall include information submitted for the individual(s) proposed as project manager for this requirement. Information submitted shall include resumes, education, previous experience in similar requirements, references, etc.

(4) PAST PERFORMANCE

Volume IV, Contractor is required to provide three (3) references for customers procuring the same product required in this solicitation.

(5) PRICE PROPOSAL

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

(a) Price proposals must generally adhere to the pricing structure established in Section B, Schedule of Prices. Your price proposal must be based on the offeror's own technical proposal, the Government's specifications, and other contractual requirements. If the prices to be used are based on a published price list, or catalog, the offeror shall so state, and provide a copy of the document with their price proposal. If the prices are to be based on established market price, not otherwise published, or are prices applicable only to the proposed contract, the offeror shall so state.

(b) The Government expects that this contract will be awarded based upon adequate competition. However in order to determine the prices are fair and reasonable, the Government requests you to provide cost breakdown to support proposed prices.

The offeror must also submit the following detailed information to support the cost as applicable:

(a) Direct Labor: Breakdown of direct labor cost by named person or labor category including number of labor-hours and current actual average hourly rates based on a work year of 2,080 hours. Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (percent) and methodology. Direct labor or levels of effort are to be identified as labor-hours and not as a percentage of an individual's time. Indicate fringe benefit rate, if separate from indirect cost rate.

(b) Other Direct Costs: The amount proposed for duplication/reproduction, meetings and conferences, postage, communication and any other applicable items. Travel, subsistence and local transportation shall be supported with a breakdown which includes: number of trips anticipated, cost-per-trip-per-person, destination(s) proposed, number of person(s) scheduled for travel, mode of transportation, and mileage allowances if privately-owned vehicles will be used.

(c) Materials: Cost breakdown of materials or equipment must be supported with the methodology used and contractor quotations supplied as applicable.

(d) Consultants: If consultants are proposed, state the amount of service estimated to be required and the consultant's quoted daily or hourly rate. Include Consulting Agreements entered into between consultant(s) and the offeror, or invoices submitted by consultant(s) for similar services previously provided to the offeror.

(e) Subcontracts: If proposed, cost information for each subcontractor shall be furnished in the same format and level of detail as prescribed for the prime offeror. Additionally, the offeror shall submit the following information:

(1) A description of the items to be furnished by the subcontractor;

(2) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected including the extent of competition obtained;

(3) The proposed subcontract price, the offeror's cost or price analysis thereof, and performance/delivery schedule, and;

(4) Identification of the type of subcontract to be used.

(f) Indirect Rates: Offerors lacking Government-approved indirect cost rates must provide detailed background data indicating the cost elements included in the applicable pool and a statement that such treatment is in accordance with the company's established accounting practice. Offerors with established rate

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

agreements with federal cognizant agencies shall submit one copy of such agreement.

L.3 1352.215-73 INQUIRIES (MAR 2000)

Offerors must submit all questions concerning this solicitation in writing to the Contracting Officer. They must be received no later than fifteen calendar days after the date of this solicitation. All responses to the questions will be made in writing and included in an amendment to the solicitation.

(End of clause)

L.4 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed contract resulting from this solicitation.

(End of Provision)

L.5 1352.233-71 SERVICE OF PROTESTS (MAR 2000)

An agency protest may be filed with either (1) the Contracting Officer, or (2) at a level above the Contracting Officer, with the agency Protest Decision Authority. See 64 Fed. Reg. 16,651 (April 6, 1999) (Internet site: <http://oamweb.osc.doc.gov/conops/reflib/alp1296.htm>) for the procedures for filing agency protests at the level above the Contracting Officer (with the Protest Decision Authority).

Agency protests filed with the Contracting Officer shall be sent to the following address:

SUSAN K. SHERRELL DOC, NOAA, WRAD 7600 SAND POINT WAY NE SEATTLE, WA 98115-6349

If a protest is filed with either the Protest Decision Authority, or with the General Accounting Office (GAO), a complete copy of the protest (including all attachments) shall be served upon both the Contracting Officer and Contract Law Division of the Office of the General Counsel within one day of filing with the Protest Decision Authority or with GAO. Service upon the Contract Law Division shall be made, as follows:

U.S. Department of Commerce
Office of the General Counsel
Contract Law Division--Room 5893
Herbert C. Hoover Building
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230.
Attn: Mark Langstein, Esquire
FAX: (202) 482-5858

(End of clause)

L.6 1352.252-71 REGULATORY NOTICE (MAR 2000)

Offerors are advised that certain provisions and clauses identified with a Commerce Acquisition Regulation (CAR) notation for identification purposes, have not yet been incorporated into the CAR. However, all of these items are binding for this acquisition and will eventually be contained in the CAR at Part 13 of Title 48 of the Code of Federal Regulations.

(End of clause)

L.7 FACSIMILE PROPOSAL REVISIONS

Facsimile proposals are not authorized. Should the Government open discussions however, facsimile transmittals may be submitted as responses to discussions. Facsimile responses must contain all the information requested to be determined to be a complete response. The telephone number which receives facsimile

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

transmissions for this procurement office is (206) 527-6379. If the offeror chooses to transmit a facsimile in response to negotiations, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile, including the missing of any deadlines that may be established by the procurement office.

L.8 TIME OF RECEIPT

For the purposes of establishing the official time of receipt of offers, Offerors are to note that the response must be received in the Acquisition office by the time set for close of receipt of offers. In the case of submission of offers through express mail or overnight delivery services, such deliveries are generally made to the Western Region Acquisition Division (WRAD) mailroom prior to 10:30 AM. However, final delivery to the Acquisition Division may take three hours or more after receipt by the mailroom. In the case of hand delivered submission, Offerors must allow time to pass through the guarded entrance to the site. This information is presented for Offerors' planning purposes only and does not constitute an alternate deadline for receipt. Due to heightened security, visitors to NOAA's Western Regional Center (WRC) will have to produce picture ID, receive a visitor's pass, and be met by a NOAA employee at the building entry. When hand delivering proposals, please allow adequate time for the security process. Please have the guard call Crystina Elkins at extension 6036 or Bill Mangione at 4497 to gain access to Building 1 or pick up of submission at the security desk in Building 1's Lobby.

L.9 SUBMISSION OF PROPOSALS

Proposal information shall be submitted in the formats noted above in the proposal instructions and in quantities specified below:

(a) Business/Price Proposal: One (1) original (marked as such) and three (3) copies; the Business/Price Proposal shall consist of the following solicitation sections that are required to be completed and returned:

- (i) Standard Form 33, Solicitation, Offer, and Award Form.
- (ii) Section B, Schedule.
- (iii) Section K, Representations, Certifications and Other Statements of Offerors.

(b) Technical Proposal: One (1) original (marked as such) and three (3) copies; and shall consist of all documentation required under Section L and Section M.

(c) Proposals shall be marked on the outside of the mailing package with the following information:

SOLICITATION NO.: AB133W-08-CN-0129
DATE FOR RECEIPT OF OFFERS: June 23, 2008
TIME FOR RECEIPT OF OFFERS: 2:00 PM
OFFICE DESIGNATED TO RECEIVE OFFERS: DOC, NOAA, WRAD, WC3

Offerors are responsible for submitting proposals, and any revisions, so as to reach the Government office designated, Western Region Acquisition Division's (WRAD) office in Seattle, WA, by the time specified in the solicitation. Any package not marked or incorrectly marked for identification as a proposal and is subsequently delivered late will not be considered for award.

NOTE: The Government retains the right to award a contract on the basis of the original submissions without discussions or call for final revised offers. So verify you have all required documentation prior to package submission. Due to time constraints associated with this procurement, **offerors are urged to submit their best offer with their original proposal.**

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.10 SET-ASIDE INFORMATION

This solicitation includes the following set-aside criteria:

(a) Percent of the set-aside: 100% (b) Type of set-aside: Small Business

All potential small business offerors may submit proposal information as required for this solicitation.

SECTION M
EVALUATION FACTORS FOR AWARD

M.1 1352.215-75 PROPOSAL EVALUATION PROCEDURES / BASIS FOR AWARD (MAR 2000)

a. This is a best value, competitive requirement. Award will be made to the offeror(s): whose offer conforms to the solicitation requirements; who is determined responsible in accordance with the Federal Acquisition Regulations (FAR) by possessing the financial and other capabilities to fulfill the requirements of the contract; and whose proposal is judged, by an integrated assessment of price and other evaluation factor(s) listed in SECTION M, to be the most advantageous to the Government. The Government will use the best value trade-off process in determining which offer is in the best interest of the Government, in accordance with FAR 15.101-1.

b. The Government intends to award one (1) contract(s) from this solicitation. The Government reserves the right not to award a contract depending on the quality of the proposal(s) submitted and the availability of funds.

(1) Evaluation of Proposals

A. Initial Evaluation of Proposals

An evaluation plan has been established to evaluate the factors set forth in the Evaluation Criteria stated below, and all offers received will be evaluated in accordance with the established evaluation plan. The Government reserves the right to make an award without discussion based solely upon initial proposals. Therefore, Offerors should ensure that their initial proposal constitutes their best offer in terms of both price and the technical solution being proposed. The Contracting Officer will establish a competitive range comprised of the most highly rated proposals. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Only those offerors in the competitive range will be offered an opportunity to participate further in the procurement.

B. Discussion/Final Proposal Revisions

The Contracting Officer will engage in discussions with all offerors in the competitive range in accordance with FAR 15.306. At the conclusion of the discussions, a final common cut-off date which allows a reasonable opportunity for submission of written final proposal revisions will be established. Those offerors selected to remain in the competitive range will be notified to submit Final Proposal Revisions.

C. Final Evaluation of Offers

A final proposal evaluation will be performed after receipt of Final Proposal Revisions.

(End of clause)

M.2 1352.215-76 EVALUATION CRITERIA (MAR 2000)

(a) All evaluation factors other than cost or price are slightly more important than cost or price.

In addition to cost or price, proposals will also be evaluated based on the following factors. Equal weights will be given to Factor A and Factor B, Factor's C & Factor D are listed in descending order of importance. Within Factor B, subfactors 1 - 3 are given equal weight and are slightly more important than subfactor 4. Addressing the evaluation factors below, the offeror shall demonstrate

Factor A -- CORPORATE EXPERIENCE

Evaluation of this factor will be based on the general background experience, and qualifications of the organization as it relates to projects of a similar nature.

- i. Contractor is required to provide information relating to any prior AFWS projects and/or projects of a similar size and nature. Information provided

SECTION M
EVALUATION FACTORS FOR AWARD

should include, but not be limited to: a description of previous AFWS and/or similar installation projects to include the location, number of gages and repeaters, and total cost. Include references to contact for these projects.

- ii. Contractor is required to provide information relating to experience working in tropical, complex terrain: Installation of an AFWS within a tropical environment with complex geographic terrain poses a unique set of challenges. Please provide information on prior experiences in installing AFWS and/or similar projects in environments with tropical, complex terrain.

Factor B -- TECHNICAL REQUIREMENTS

Evaluation of this factor will be based on information contained in the technical proposal that demonstrates the degree of the offeror's understanding of the requirements and proposed methodology.

If any subcontracting is anticipated, the offeror shall identify the areas of work to be subcontracted and how the subcontracted effort will be managed to ensure satisfactory and timely performance of the work.

i. Hardware and software: Provide an itemized list of all components to be procured and installed in the AFWS.

ii. Installation and training: Provide a plan for installation and training. This should include but not be limited to information relating to any anticipated travel, labor categories, and materials required to fulfill this requirement. **As noted in Section 3.8.1, personal computers for the data management software have already been procured and do not need to be included here.**

iii. Provide plan for providing the radio path analysis and telemetry feasibility study. This should include but not be limited to anticipated staff, materials and travel required to fulfill this requirement.

iv. Training Plan: Please describe a plan to provide initial training on the maintenance of the AFWS field hardware and data management software. Training must be able to accommodate approximately 5 persons each for hardware and software.

Factor C -- KEY PERSONNEL

Evaluation of this factor will be based on the individuals proposed as key personnel who will be responsible for fulfilling this requirement as evidenced by submitted resumes, education, previous experience in similar requirements, references, etc. The Government will evaluate the level of expertise in the areas of project management.

Factor D -- PAST PERFORMANCE

Performance by the offeror and its subcontractor(s) as it relates to all solicitation requirements, including the quality of services and products, effectiveness of cost management/control, timeliness of performance, and customer satisfaction; and indication of ability to improve performance through proactive management.

Evaluation of this factor will be based on the information contained in the technical proposal and information provided by references. The Government will evaluate past performance by contacting the references selected at random or a specific reference identified by the offeror. The Government may also consider other information available.

(b) Cost/Price Evaluation

SECTION M
EVALUATION FACTORS FOR AWARD

1. The proposed prices/costs will be evaluated but not scored. The cost evaluation will determine whether the proposed costs are realistic, complete, and reasonable in relation to the solicitation requirements. Proposed costs must be entirely compatible with the technical proposal.

2. The Government may use the results of cost/price realism analysis to adjust the offeror's proposal to a most probable cost to the Government. This may include information from a government auditing agency, Government technical personnel, and other sources.

3. Although price/cost is the least important evaluation factor, it will not be ignored. The degree of importance of the proposed price/cost will increase the degree of equality of the proposals in relation to the other factors on which selection is to be based.

4. The Government reserves the right to make an award to other than the lowest priced offeror or to the offeror with the highest technical score if the Contracting Officer determines that to do so would result in the best value to the Government.

(End of clause)

SECTION J.1
STATEMENT OF WORK/SPECIFICATIONS

**Honolulu Forecast Office
National Weather Service
National Oceanic and Atmospheric Administration
U.S. Department of Commerce**

STATEMENT OF WORK

**Replacement Automated Flood Warning System for the
Honolulu Forecast Office – Phase I**

May 21, 2008

SECTION J.1
STATEMENT OF WORK/SPECIFICATIONS

List of Acronyms

- AFWS – Automated Flood Warning System
- AWIPS – Advanced Weather Interactive Processing System
- ALERT – Automated Local Evaluation in Real Time
- CD – Civil Defense
- DCO – Data Collection Office
- GUI – Graphical User Interface
- IOC – Initial Operational Capability
- LAN – Local Area Network
- LARC – Limited Automated Remote Collector
- MWT – Marine Weather Transmitter
- NOAA – National Oceanic and Atmospheric Administration
- NWS – National Weather Service
- SHEF – Standard Hydrometeorological Exchange Format
- SOW – Statement of Work
- WAN – Wide Area Network
- WFO – Weather Forecast Office

SECTION J.1
STATEMENT OF WORK/SPECIFICATIONS

1. Overview

This document provides the Statement of Work (SOW) developed by the National Oceanic and Atmospheric Administration's (NOAA) National Weather Service (NWS) to acquire and install a new automated flood warning system (AFWS) that will replace a portion of the existing Hydronet AFWS. Data from the AFWS will be used to help make decisions on the issuance of flash flood warnings and flood advisories for public safety purposes and the protection of property. This SOW covers Phase One of a three-phase project which will replace all existing Hydronet gages and data workstations and install several new gages in areas deemed vulnerable to flash flooding. The SOW will provide information needed by contractors to submit a proposal.

SECTION J.1
STATEMENT OF WORK/SPECIFICATIONS

2. Background

The Hydronet AFWS consists of a network of 61 Limited Automated Remote Collector (LARC) tipping bucket rain gages and 7 Marine Weather Transmitter (MWT) wind and rain sensors across the State of Hawaii. In addition, data workstations at Weather Forecast Office (WFO) Honolulu and the Data Collection Offices (DCOs) in Hilo and Lihue handle data management and distribution tasks. Operation of the network commenced in 1993 as part of a joint venture between NOAA-NWS and the Hawaii State Civil Defense (CD). Hydronet has functioned well overall during its 15 years of operation and has played a major role in the WFO Honolulu hydrology program by helping forecasters issue flash flood warnings and flood advisories to the public with lead time to take action. Even with the advent of Doppler radar data in the Hawaiian Islands, the real-time rain data from Hydronet provides an important source of “ground truth” information and to determine bias adjustment factors for the radar estimates of rainfall. In more recent years, availability of the Hydronet data to the public via the Internet and the media has increased its value as a resource beyond the original protection of life and property function. Users from the agriculture and construction industries also utilize the data for their operations and planning.

Interrogation of each gage within the network takes place automatically every three hours using commercial telephone lines for communication. The three NOAA-NWS offices in Honolulu, Hilo, and Lihue handle separate sets of gages for routine interrogations to reduce the amount of time to complete the call sequence and reduce the amount of long distance charges for inter-island interrogations. Data from each gage are sent to the Hydronet workstation at WFO Honolulu for use by weather forecasters and dissemination to the public. Please refer to Figures 1 and 2 to view Hydronet gage locations and Figures 3 and 4 for a schematic of routine and heavy rain Hydronet operations, respectively.

During periods of heavy rain, the frequency of automatic interrogations can be increased to hourly by any of the Hydronet data workstations. Furthermore, rainfall rates exceeding preprogrammed thresholds will result in calls from the gage to WFO Honolulu. These thresholds are 0.25, 0.50, 0.75, and 1.00 inches in a 15-minute sampling period representing rates of 1.00, 2.00, 3.00, and 4.00 inches per hour, respectively. An alarm call from any gage triggers a strobe light and audible alarm in the forecast office operations area which must be manually acknowledged. The Hydronet workstation also automatically prints out a sheet summarizing the rainfall data for the alarming site and forwards an alarm message to the DCOs and county warning points if the gage recording heavy rain is within their respective area of responsibility (Figure 4).

While the Hydronet system has functioned well during its operational life span, it is an obsolete system. The tipping bucket rain gage uses the Handar 550 data logger as the basis for the LARC. MWT sites in Hydronet which provide either wind and rain or wind only utilize the Handar 540 data logger as its basis. Vaisala, which acquired Handar in 1999, does not support these models of data loggers. Reconditioned replacement units can still be obtained from the NOAA-NWS Logistics Support Center though this supply will eventually disappear. Modems used by the Handar 540 and 550 and Hydronet workstations communicate using commercial phone lines which results in recurring charges of approximately \$45,000 per year for the entire statewide network. Finally, the software used by Hydronet to handle communications, data management, and display needs to be replaced. It is a good program but utilizes unique code not used at other locations throughout NOAA-NWS. Thorough knowledge of the source code rests with one individual who will likely retire in a few years, making support a tenuous and critical issue.

SECTION J.1
STATEMENT OF WORK/SPECIFICATIONS

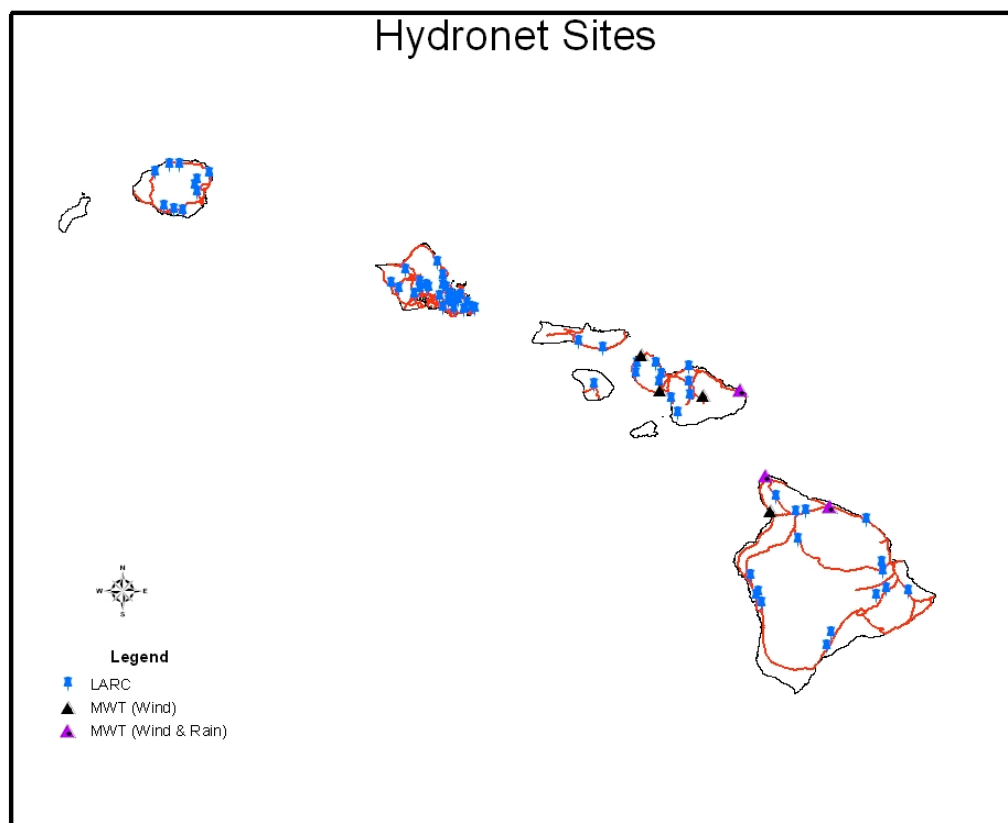


Figure 1. Map of Hydronet locations statewide. Oahu sites are also depicted in Figure 2 due to the high density of locations.

SECTION J.1
STATEMENT OF WORK/SPECIFICATIONS

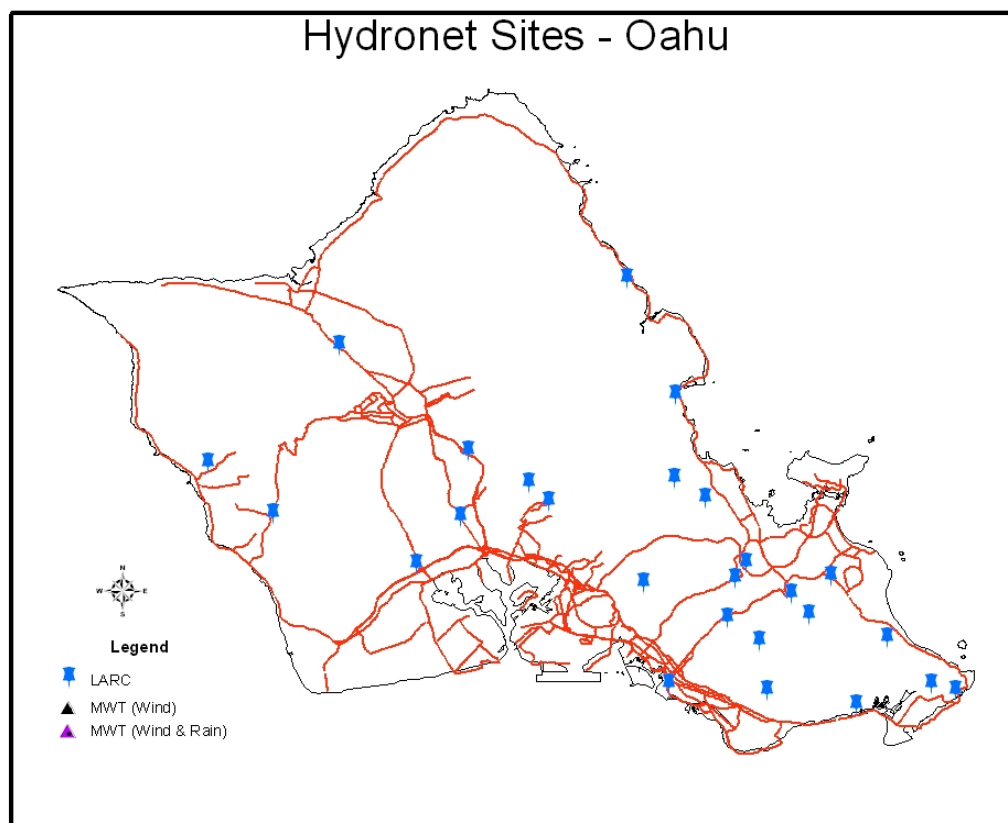


Figure 2. Hydronet sites on Oahu. There are no MWT data loggers on Oahu.

SECTION J.1
STATEMENT OF WORK/SPECIFICATIONS

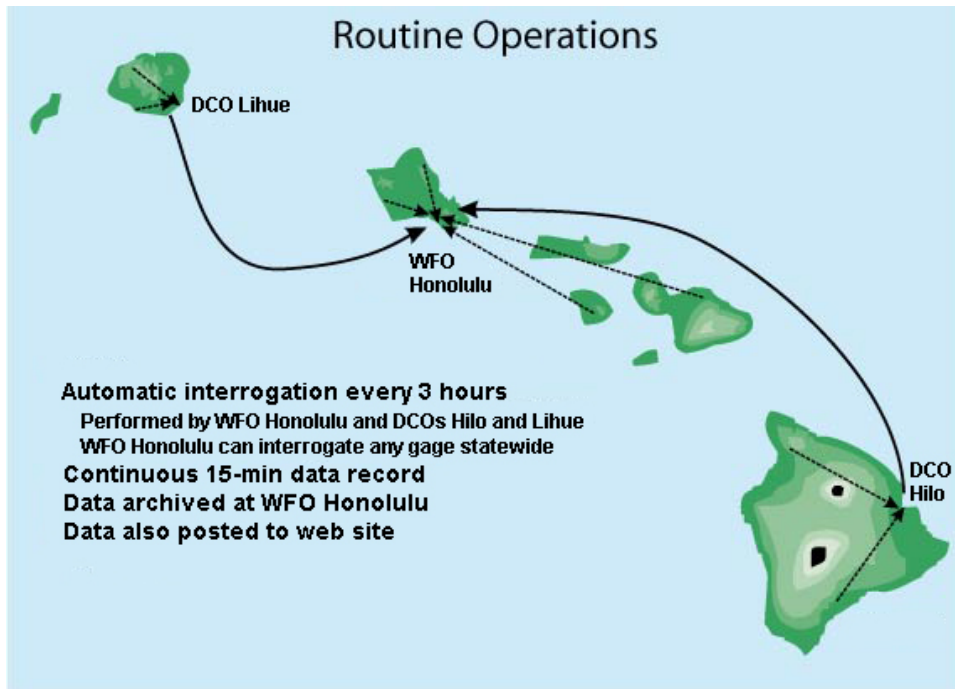


Figure 3. Schematic depicting routine Hydronet operations.

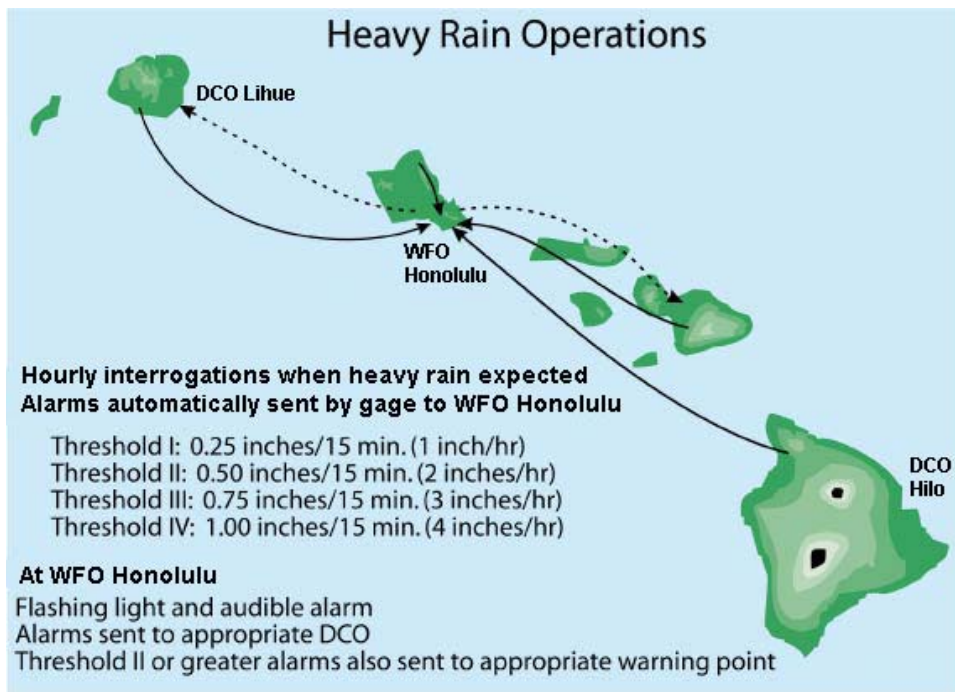


Figure 4. Schematic depicting Hydronet data flow during heavy rain operations.

SECTION J.1
STATEMENT OF WORK/SPECIFICATIONS

3. Project Requirements

NOAA-NWS requires the acquisition and installation of 18 ALERT rain gages and 6 ALERT repeaters to replace a subset of existing Hydronet sites on the islands of Oahu, Maui, and Hawaii. In addition, **NOAA-NWS requires 2 ready to install spare ALERT repeaters and 3 ready to install ALERT rain gages** to minimize outage times in the event of a serious repeater or gage failure that cannot be easily corrected in the field. **NOAA-NWS also requires the acquisition and installation of a base station with data communication and management hardware and software at WFO Honolulu** located at the University of Hawaii at Manoa. Prior to initial operational capability (IOC), **the contractor will provide initial training to NOAA-NWS technicians and staff on the maintenance of hardware and software components of the AFWS.** System specifications and other contract requirements will be detailed in the following sections of this SOW.

Since this SOW covers only a portion of the Hydronet network, **NOAA-NWS requires a radio path analysis and telemetry feasibility study covering the remaining sites not replaced in Phase I and a set of proposed sites that cover gaps in the existing Hydronet coverage.**

Figures 5 through 7 depict locations of ALERT rain gages and repeaters to be installed under this SOW. With the exception of the Kulani Cone and Round Top repeaters, all other repeaters will be connected to microwave relay sites which are part of the State of Hawaii's Anuenue Digital Microwave communications system. This will facilitate interisland transfer of data to WFO Honolulu.

ALERT data collected by the AFWS network will be routed to WFO Honolulu using Internet Protocol via the Anuenue microwave path. **NOAA-NWS requires that repeaters connected to the Anuenue backbone sites (Mount Kaala, Mauna Kapu, Haleakala, and DCO Hilo) be capable of both retransmitting ALERT data via radio and converting data to a format compatible with Internet transmission.** NOAA-NWS will be responsible for arranging for the transmission of data from the Anuenue sites to WFO Honolulu. For redundancy, gages on Oahu covered by this SOW will also send data to WFO Honolulu via the normal ALERT line-of-sight radio path utilizing the 3 repeaters on island and the base station at WFO Honolulu.

Sections 3.1 through 3.9 cover additional details of NOAA-NWS requirements for this SOW.

3.1. Rain Gage Locations

The following table provides a listing of existing Hydronet sites that will be replaced under this SOW. Most of these sites have good line of sight to proposed repeater sites listed in Section 3.2. The rest may need to be moved slightly within the same property from their existing locations to improve line of sight exposure. All locations will need to use a short standpipe (top rim approximately 4 feet above ground) to mitigate possible complaints based on aesthetic reasons. The Aloha Tower (ALOH1) site is located on the top of a building and will use the existing Hydronet enclosure.

			Location (dec. deg.)		
NWS ID	Name	Hydronet ID	Lat (N)	Lon (W)	Elevation (ft)
ALOH1	Aloha Tower (existing encl.)	HI-26	21.3039	157.8625	50
GLNH1	Glenwood	HI-94	19.5105	155.1722	2620

SECTION J.1
STATEMENT OF WORK/SPECIFICATIONS

KBSH1	Kula Branch Station	HI-65	20.7616	156.3241	3050
KHIH1	Kihei 2	HI-75	20.7388	156.4469	140
KUNH1	Kunia	HI-12	21.4000	158.0333	320
MITH1	Mililani	HI-14	21.4667	158.0000	760
MNLH1	Manoa Lyon Arboretum	HI-18	21.3333	157.8000	500
MTVH1	Mountain View	HI-81	19.5525	155.1128	530
PACH1	Palisades	HI-11	21.4333	157.9500	860
PECH1	Waipio	HI-08	21.4197	158.0058	410
PHAH1	Pahoa	HI-83	19.5439	154.9756	490
PIIH1	Piihonua	HI-91	19.7174	155.1372	860
POAH1	Poamoho	HI-07	21.5500	158.1000	680
PUKH1	Pukalani	HI-70	20.8389	156.3333	1620
WAWH1	Waiawa Corr. Facility	HI-29	21.4500	157.9667	770
WCCH1	Waikapu Country Club	HI-76	20.8380	156.5163	480
WKAH1	Waiakea Uka	HI-92	19.6614	155.1303	1000
WUKH1	Wailuku	HI-66	20.8902	156.5055	330

3.2. ALERT Repeater Sites

The following table provides a list of repeater sites to be installed under the Phase 1 SOW.

		Location (dec. deg.)	
Name	Island	Lat (N)	Lon (W)
Mauna Kapu	Oahu	21.3967	158.1013
Mount Kaala	Oahu	21.5084	158.1481
Round Top	Oahu	21.3150	157.8208

SECTION J.1
STATEMENT OF WORK/SPECIFICATIONS

Haleakala	Maui	20.7076	156.2588
Kulani Cone	Hawaii	19.5205	155.2995
DCO Hilo	Hawaii	19.7174	155.0494

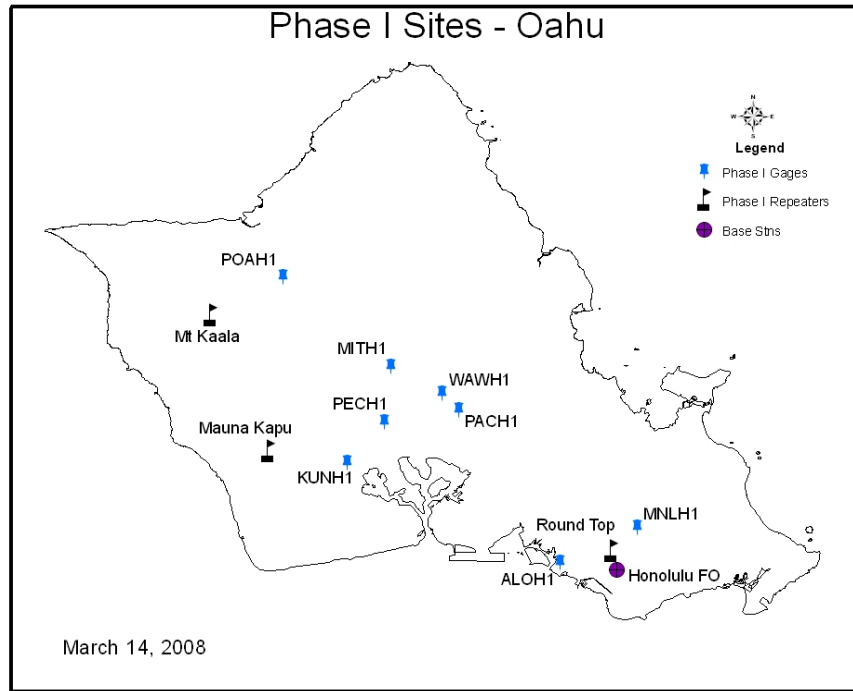


Figure 5. Map depicting Phase I ALERT sites to be installed on Oahu.

SECTION J.1
STATEMENT OF WORK/SPECIFICATIONS

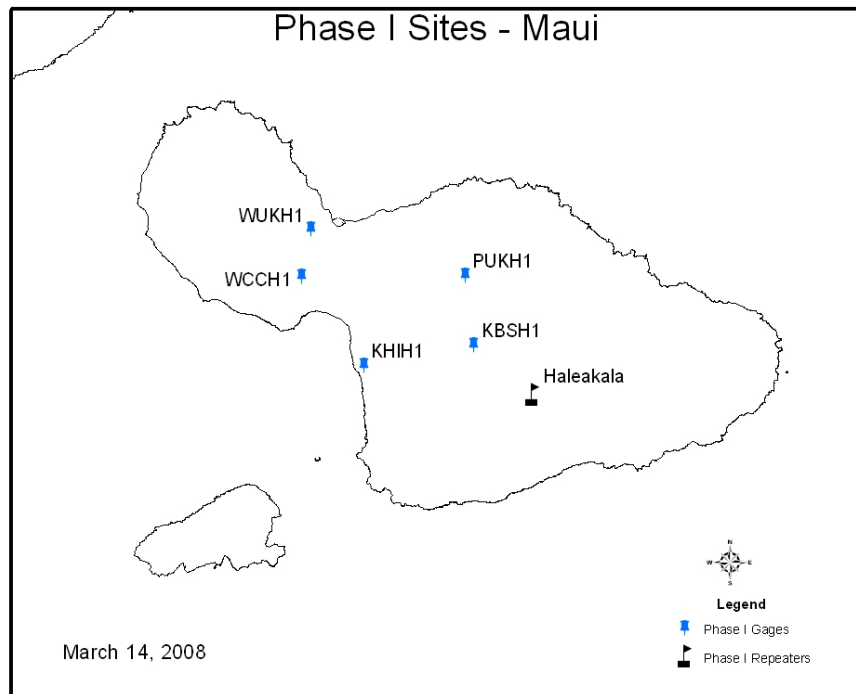


Figure 6. Map depicting Phase I ALERT sites to be installed on Maui.

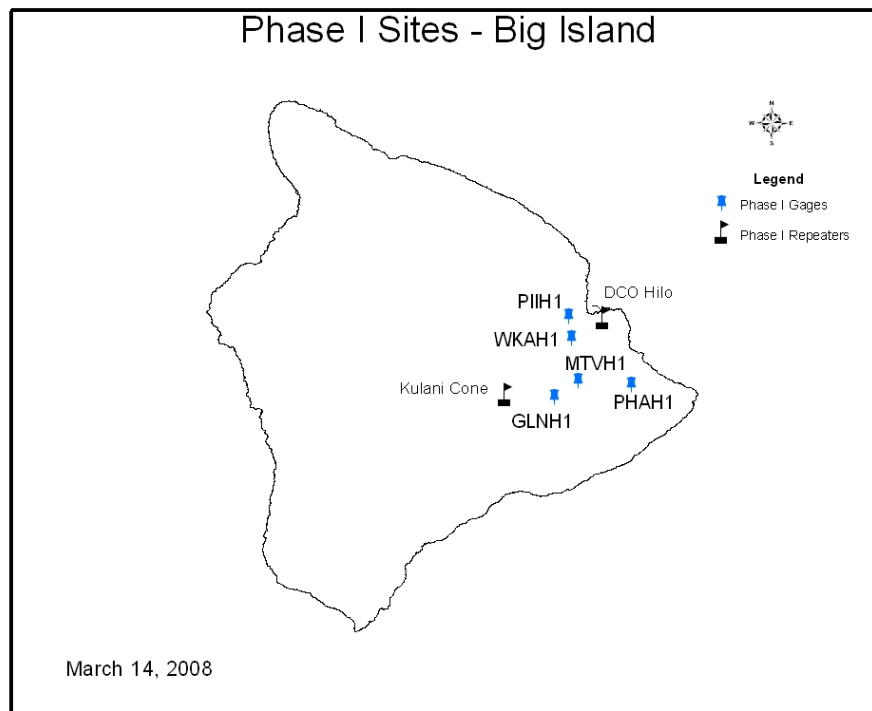


Figure 7. Map depicting Phase I ALERT sites to be installed on the Big Island.

SECTION J.1
STATEMENT OF WORK/SPECIFICATIONS

3.3. Sites for Radio Path Analysis and Telemetry Feasibility Study

The following table provides a list of the remaining Hydronet sites not replaced under this SOW. These sites have marginal or very poor line of sight to proposed repeaters listed in Section 3.2. The sites listed in the table below will be investigated by the contractor for an ALERT radio path to proposed repeaters listed in Section 3.2. If an ALERT radio path is not available to Section 3.2 repeaters, the contractor will provide suggestions for additional repeater locations in consultation with NOAA-NWS and will provide options for other possible telemetry methods available for use in the Hawaiian Islands. The listing includes the remaining LARCs not covered under Phase I and proposed sites that will fill gaps in existing Hydronet gage coverage. Hydronet MWTs will be replaced under a separate program.

			Location (dec. deg.)		
NWS ID	Name	Hydronet ID	Lat (N)	Lon (W)	Elevation (ft)
Oahu Sites					
AHUH1	Ahuimanu Loop	HI-16	21.4320	157.8373	240
HAJH1	Hawaii Kai Golf Course	HI-21	21.2992	157.6647	21
HAKH1	Hakipuu Mauka	HI-10	21.5036	157.8575	130
KMHH1	Kamehame	HI-28	21.3039	157.6814	817
LUAH1	Lualualei	HI-05	21.4214	158.1353	113
LULH1	Luluku	HI-15	21.3875	157.8094	280
MAUH1	Maunawili	HI-22	21.3519	157.7661	395
MOAH1	Moanalua Stream	HI-19	21.3739	157.8797	230
NIUH1	Niu Valley	HI-06	21.2898	157.7330	140
NUUH1	Nuuanu Upper	HI-20	21.3492	157.8222	780
OFSH1	Olomana Fire Station	HI-24	21.3781	157.7508	20
PFSH1	Palolo Fire Station	HI-25	21.2994	157.7944	380
PUNH1	Punaluu Pump	HI-03	21.5844	157.8915	20
STVH1	St. Stephens Seminary	HI-23	21.3664	157.7781	448
WAIH1	Waianae Kawiwi	HI-17	21.4569	158.1803	40
WITH1	Wilson Tunnel	HI-27	21.3772	157.8164	1050
WMLH1	Waimanalo Nonokio	HI-13	21.3356	157.7114	120

SECTION J.1
STATEMENT OF WORK/SPECIFICATIONS

WPPH1	Waihee Pump	HI-30	21.4461	157.8581	196
XXXH1	Hauula (proposed)	n/a	21.6083	157.9133	40
XXXH1	Kapolei (proposed)	n/a	21.3297	158.0811	50
Kauai Sites					
ANHH1	Anahola	HI-48	22.1374	159.3119	240
HNIH1	Hanalei	HI-45	22.1956	159.4936	5
HNPH1	Hanapepe	HI-49	21.9364	159.5886	370
KHEH1	Kalaheo	HI-43	21.9178	159.5269	800
KOKH1	Kokee	HI-46	22.1486	159.6447	4200
KPIH1	Kapahi	HI-50	22.1022	159.3861	530
LIHH1	Lihue Variety Station	HI-47	22.0236	159.3872	380
OMAH1	Omao	HI-51	21.9075	159.4767	240
WNHH1	PH Wainiha	HI-41	22.1961	159.5562	101
WUHH1	Wailua UH Exp Station	HI-40	22.0658	159.3961	550
XXXH1	Kilauea (proposed)	n/a	22.2117	159.4097	325
XXXH1	Waimea (proposed)	n/a	21.9675	159.6644	520
Maui Cnty Sites					
AIKH1	Haiku	HI-69	20.9333	156.3333	350
KACH1	Kaunakakai Mauka	HI-71	21.0950	157.0178	70
KHKH1	Kahakuloa	HI-74	20.9572	156.5369	1100
KMLH1	Kamalo	HI-73	21.0519	156.8706	20
LAHH1	Lahainaluna	HI-60	20.8922	156.6616	570
LANH1	Lanai City	HI-72	20.8291	156.9202	1620
MABH1	Mahinahina	HI-62	20.9583	156.6588	720
ULUH1	Ulupalakua Ranch	HI-64	20.6519	156.4008	1900
XXXH1	Hana Town (proposed)	n/a	20.7508	155.9931	315

SECTION J.1
STATEMENT OF WORK/SPECIFICATIONS

XXXH1	Kailua (proposed)	n/a	20.8836	156.2067	800
Hawaii Sites					
HAUH1	Honaunau	HI-95	19.4658	155.8850	1306
KASH1	Kahua Ranch	HI-96	20.1275	155.7913	3240
KLEH1	Kealakekua	HI-84	19.5167	155.9167	1760
KAYH1	Kapapala Ranch	HI-99	19.2786	155.4538	2140
KMUH1	Kamuela 1	HI-86	20.0427	155.6111	2880
KUUH1	Kamuela Upper	HI-97	20.0350	155.6697	3040
LPHH1	Laupahoehoe	HI-80	19.9861	155.2356	410
PPLH1	Pahala	HI-85	19.2014	155.4803	840
WHIH1	Waikii	HI-90	19.8642	155.6539	4640
WIHH1	Waiaha Stream	HI-82	19.6358	155.9511	1540
XXXH1	Honolulu (proposed)	n/a	19.8639	155.1200	520
XXXH1	Kawa Flats (proposed)	n/a	19.1114	155.5353	50
XXXH1	Palani Road (proposed)	n/a	19.6722	155.9786	910
XXXH1	Waikoloa (proposed)	n/a	19.9269	155.7825	1040

3.4. Requirements for ALERT rain gages, data loggers, and transmitters

- 3.4.1 All AFWS gages will be tipping buckets with an accuracy of +/- 3% or better up to intensities of 10 inches per hour.
- 3.4.2 Each bucket will measure in 0.01 inch increments.
- 3.4.3 Rain gage must be compatible with ALERT data transmitters.
- 3.4.4 Rain gage will initiate a signal using a magnetic switch.
- 3.4.5 Rain gage will not require power.
- 3.4.6 Rain gage housing will include top sections and must be compatible with ALERT standpipe specifications and will have a vent to drain water.
- 3.4.7 Rain gage will include stainless steel mesh on all openings to prevent insects and other pests from entering the housing.
- 3.4.8 Rain gage will include sufficient cable to facilitate easy removal from the gage housing during routine maintenance.
- 3.4.9 Rain gage housing will be constructed of a corrosion resistant metal.
- 3.4.10 Rain gage will have non-corrosive bearings
- 3.4.11 Rain gage will incorporate a leveling system with adjustments for easy field setting.
- 3.4.12 Transmitters will be narrow band, transmit in ALERT format by radio telemetry, and transmit on both an event basis and/or a programmable timed interval.
- 3.4.13 Transmitters will have multiple user-selectable frequencies and meet FCC approval.

SECTION J.1
STATEMENT OF WORK/SPECIFICATIONS

- 3.4.14 Transmitters will be able to send both rain data and battery voltage.
- 3.4.15 Transmitters will have low standby power consumption, powered by a 12 volt DC, 18 Amp-hour, sealed gel-cell battery rechargeable by a solar panel.
- 3.4.16 Each transmitter will have an antenna and will come equipped with sufficient antenna cables to connect the transmitter to the antenna.
- 3.4.17 Assignment of sensor identification number and other transmission parameters will be switch selectable or computer programmable.
- 3.4.18 Transmitters, supporting electronics, and battery will be housed in a weatherproof enclosure with a removable, water-resistant lid or access panel.
- 3.4.19 Transmitters will include a data logger that can be reset by the user in the field.
- 3.4.20 Transmitters will be capable of logging all data in battery backed up memory which can be downloaded in the field to a computer in the event of a radio failure.
- 3.4.21 Transmitters will have a lightning arrestor/protection system.
- 3.4.22 Transmitters will have a solar panel (minimum 350 mA) with voltage regulator, mounting bracket, and sufficient cable to connect the panel to the transmitter.

3.5 Requirements for ALERT data repeaters

- 3.5.1 The repeater will be a “store and forward” radio telemetry repeater compatible with narrow band ALERT transmitters.
- 3.5.2 Repeaters will have the capability to be fully programmable to include all operational parameters and settings and allowable sensor IDs or groups of IDs.
- 3.5.3 Repeaters will use 5 watt radios with 20 watt amplifiers and omni-directional antennas.
- 3.5.4 Repeaters will be equipped with a 12 volt, 18 Amp-hour, sealed gel cell battery rechargeable by a solar panel.
- 3.5.5 Repeaters will check data format validity. Invalid data will not be forwarded.
- 3.5.6 Repeaters will be housed in a weatherproof standpipe or structure.
- 3.5.7 Repeaters will have low standby power requirements.
- 3.5.8 Repeaters will have a solar panel with voltage regulator, mounting bracket, and sufficient cable to connect the panel to the repeater.
- 3.5.9 Capability to upgrade repeater to ALERT-2 protocol with just a software change is desirable.
- 3.5.10 Repeaters connected to Anuenue backbone sites (Mount Kaala, Mauna Kapu, Haleakala, and DCO Hilo) will be capable of both retransmitting ALERT data via radio and converting ALERT data to a format compatible with Internet transmission.

3.6 Requirements for gage and repeater enclosures and standpipes

- 3.6.1 Most rain gages will be installed in standpipes. The sole exception is the Aloha Tower gage (NWS ID: ALOH1) which will use the existing enclosure. These standpipes will be ALERT compatible. All standpipes will be the short version (top rim approximately 4 ft above ground).
- 3.6.2 Enclosures/standpipes will be equipped with an earth-grounding system. Standpipes must have grounding lugs, with lugs heliarc welded onto the standpipe 3 ft above the base. A #6 copper grounding wire will connect the grounding lugs to an 8 ft copper grounding rod driven to refusal.
- 3.6.3 Standpipes will be made of a corrosion resistant metal.
- 3.6.4 Standpipes will have a weather proof locking access door or panel for maintenance purposes.
- 3.6.5 ALERT standpipes will have a side mounted antenna mast that is hollow to facilitate channeling of cables from the antenna, solar panel, and other devices mounted on the mast.

3.7 Requirements for the ALERT base station

- 3.7.1 An ALERT base station will be installed at WFO Honolulu.

SECTION J.1
STATEMENT OF WORK/SPECIFICATIONS

- 3.7.2 Base station will have a receive antenna with sufficient cables and a cable lightning arrestor/protection system. Cable will include appropriate connectors to match the lightning arrestor/protection system and the radio receiver.
- 3.7.3 Base station will have a weather resistant antenna mast and mounting system (height of mast dependent upon installation location). Mast will also have an earth grounding system.
- 3.7.4 Base station will include an ALERT radio data receiver and decoder.

3.8 Requirements for data management system and software

- 3.8.1 Data management software must be able to run on a personal desktop computer running either the Windows or a UNIX-like operating system (e.g. Linux) at WFO Honolulu.
Note: Two personal desktop computers (Dell Optiplex 755) have already been procured by WFO Honolulu for this purpose. The vendor will provide a list of system requirements in the initial work plan to enable NOAA-NWS to procure any additional system hardware or software as necessary.
- 3.8.2 Data management software will provide displays using a mouse or keyboard controlled window-type GUI with pop-up/pull-down menus and scrollable displays. The menus will be fully customizable.
- 3.8.3 Data management software must be user-configurable and have a proven track record of use in managing and displaying hydrometeorological data.
- 3.8.4 Data management software must be able to ingest data from a range of sources and formats, including ALERT rain gage data, ASCII text, and other user-defined formats.
- 3.8.5 Data management software must be able to perform validity and quality control checks to eliminate obvious bad data. Parameter ranges for these checks must be user-defined and changeable through the GUI.
- 3.8.6 Data management software must be able to display data in a range of graphical formats including but not limited to line and/or bar graphs and plotted maps in common file formats such as GIF, JPEG, and PNG.
- 3.8.7 Users at WFO Honolulu must be able to view data plots from remote terminals over the office LAN.
- 3.8.8 Data management software must have the ability to create user-defined reports in ASCII format. Capability for output in XML format is desired but not required.
- 3.8.9 Data management software must have the capability to call rain gages telemetered by commercial land line and cellular telephone service.
- 3.8.10 Data management software must be able to pass all collected data to WFO Honolulu's AWIPS system via local area network. The ability to pass these data as Standard Hydrometeorological Exchange Format (SHEF) text files is highly desirable.
- 3.8.11 Data management software will include a database for long-term archiving. The capability to save data to a CD or DVD from the main GUI must also be included. The database record must be fully editable.
- 3.8.12 Data management software must provide the capability for DCOs at Hilo and Lihue to access the full rainfall database via web browser or some other type of PC based GUI application.
- 3.8.13 Data management software must have the capability to provide other users access to the rainfall database. Access rights must be through user accounts with password protection. Access rights must be easily configurable by the software system manager at WFO Honolulu.
- 3.8.14 Data management software must support multiple alarm criteria for different rainfall intensities. Criteria must be user-configurable for each site.
- 3.8.15 Data management software must support different types of alarm actions including but not limited to playing digital audio files to alert weather forecasters or sending email alerts to users.
- 3.8.16 Data management software must be able to print reports to a variety of printer types including but not limited to dot-matrix, laser, ink jet, and Postscript printers. Both automated and manual report printing capability must be provided.

SECTION J.1
STATEMENT OF WORK/SPECIFICATIONS

- 3.8.17 A backup system for failover operation must be provided. This system must allow for easy and rapid switch to a backup system in case the primary data collection software system fails. The copying of the rainfall database to the backup system must be automated.
- 3.8.18 A basic set of statistical analysis tools is desirable.
- 3.8.19 Full documentation for the data management software must be provided.
- 3.8.20 Contractor must include technical support options as part of the bid package.

3.9 Training on the installation, configuration, and maintenance procedures

Follow-on maintenance will be the responsibility of NOAA-NWS and it is imperative that NOAA-NWS technicians and other staff members receive training on the proper procedures to keep the AFWS working in a satisfactory manner. Thus, this SOW requires training be conducted by the contractor on the following areas. The training will be hands-on as much as possible. The Government will provide two computers for use by the contractor at no expense to the contractor.

- 3.9.1 Site installation. The contractor will provide site installation procedures training to cover the possibility that NOAA-NWS will need to install additional sites beyond the scope of the SOW or NOAA-NWS will need to move existing sites on the request of the property owner(s). At a minimum, installation training will cover rain gages, data loggers, ALERT transmitters, and ALERT repeaters and will involve at least one on-site session with NOAA-NWS technicians in the field. NOAA-NWS will be responsible for the cost of travel of its technicians to the training location. Training topics will include but not be limited to hardware installation, communications configuration, antenna setup, data logger settings, transmitter settings, and receiver settings.
- 3.9.2 Site maintenance. The contractor will provide site maintenance procedures training. The training will include at least one on-site training session with NOAA-NWS technicians in the field. It is preferred that site maintenance training be concurrent with the installation training required in paragraph 3.9.1 above. At a minimum, training session(s) will cover routine and troubleshooting procedures for the rain gages, data loggers, ALERT transmitters, and ALERT repeaters. Topics will include but not be limited to the calibration and configuration of radio transmitters and receivers/decoders, set up of the antennae, and the calibration of rain gages.
- 3.9.3 Data management software maintenance and configuration. The contractor will provide training to NOAA-NWS staff on the maintenance and configuration of the data management software. The training will include but not be limited to procedures on how to change settings from the installed configuration, how to change user access to the database, and methods to program the system to accept new types of data formats. Training on the data management software will occur during or immediately following the initial installation and configuration of the system at WFO Honolulu.

4 Deliverables

This AFWS project will be split into a radio path analysis/telemetry feasibility stage, an equipment procurement and installation stage, and a user training stage.

Following contract award, a work plan will be submitted by the contractor within 14 days to the COTR, and reviewed and approved within 14 days. In some cases, the technical proposal may be used as the work plan if it contains sufficient detail to verify that the contractor has a thorough understanding of the requirements in this project.

SECTION J.1
STATEMENT OF WORK/SPECIFICATIONS

A radio path analysis and telemetry feasibility study on the sites listed in Section 3.3 above must be completed by November 30, 2008.

Due to gage site agreements which must be individually renegotiated with property owners, it may not be possible to start gage installations immediately following contract award. New property agreements are expected to be in place within 6 to 12 months of contract award. Therefore, **NOAA-NWS requires all gages, repeaters, base station receiver/decoder, and data management software to be installed and fully operational by July 1, 2009.**

The user training phase for NOAA-NWS field technicians and staff, as detailed in Section 3.9, will also be completed no later than July 1, 2009.

A monthly progress report will be required no later than the 7th of each month, commencing after award.

A final project report will be required within 30 days of the completion of the installation and training phases.

5 Warranty

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of --

- (1) The Contractor's failure to conform to contract requirements; or
- (2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall --

- (1) Obtain all warranties that would be given in normal commercial practice;
- (2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and
- (3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

SECTION J.1
STATEMENT OF WORK/SPECIFICATIONS

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.